



**New Zealand Olympic Committee Incorporated
Birmingham 2022 Commonwealth Games
Athlete Agreement**

CONTENTS	PAGE
Background	3
1. Definitions	3
2. Term	6
3. Condition Precedent	6
4. The Selection Process	6
5. Your Obligations	6
6. Betting/Gambling	8
7. Obligations of NZOC	9
8. Use of Identity	10
9. Promotions and Sponsorship	11
10. Media Guidelines	12
11. Doping	13
12. Medical	13
13. Default/Sanctions	14
14. Appeals	16
15. Termination of this Agreement	16
16. Insurance/Indemnity	17
17. Disputes as to meaning of this Agreement	17
18. Effect of Other Documents	18
19. Privacy	18
20. Not an Employee	19
21. Variation to Agreement	19
22. Survival	19
23. Governing Law	19
24. Execution of Agreement	19
Schedules	
A. Procedure for Appeals	20
B. Athlete Agreement Acceptance Form	21

ATHLETE AGREEMENT

BIRMINGHAM 2022 COMMONWEALTH GAMES

BETWEEN **NEW ZEALAND OLYMPIC COMMITTEE INCORPORATED**, an incorporated society having its registered office at Olympic House, 350 Parnell Road, Parnell, Auckland (“NZOC”)

AND **“You” or “your”**

BACKGROUND

- A. You wish to be considered for selection in the New Zealand Team that will compete in the Games.
- B. Before you can be nominated for and selected in the Team, you must enter into this Agreement with the NZOC.
- C. This Agreement sets out the terms and conditions by which you and the NZOC shall operate if you are selected in the Team.
- D. Capitalised terms used in this Agreement are defined in the Agreement itself or in the definition section in clause 1 of this Agreement.

AGREEMENT

1. DEFINITIONS

Advertising, Promotion and Social Media Guidelines means the guidelines set by the NZOC (and amended from time to time) specifically set for athletes in relation to the promotion and advertising associated with the Games and social media requirements which are available at <https://www.olympic.org.nz/games/birmingham-2022/selection/>.

Agreement means this Athlete Agreement between you and the NZOC and includes the Schedules to the Agreement.

Athlete Agreement Acceptance Form means the form attached to this Agreement as Schedule B.

Athlete Application or **Application** means the Athlete Application as set by the NZOC which has been completed by you by the Application Date.

Application Date means the date as notified by the NZOC by which you must have submitted a completed Athlete Application to the NZOC, as set out in your National Federation’s nomination criteria for the Games.

Bet or **Betting** means a wager of a stake of monetary value in the expectation of prize money or monetary value subject to a future and uncertain occurrence related to the Games.

CAS means the Court of Arbitration for Sport.

CEO means the Chief Executive Officer of the NZOC.

CGF means the Commonwealth Games Federation, the global authority of the Commonwealth Movement and the Commonwealth Games.

CGF Constitution means the codification of the rules and bylaws adopted by the CGF available at <https://thecgf.com/about>.

CGF Social Media Policy means the social media policy or other such document put in place by the CGF specifically for the Games available at <https://www.olympic.org.nz/games/birmingham-2022/selection/> once published.

Chef de Mission means the person appointed by the NZOC to lead the Team at the Games.

Commercial Partners means the commercial partners (including but not limited to, sponsors, supporters, suppliers and licensees) of the NZOC which are available on the NZOC website at <http://www.olympic.org.nz/about-the-nzoc/commercial-partners/>, as may be changed by the NZOC from time to time. Commercial partners also include the CGF's commercial partners which are available <https://www.birmingham2022.com/about-us/> as changed by the CGF from time to time.

Cyber-Bullying means the use of electronic devices and information, such as social media, online forums, e-mail, instant messaging, blogging and text messaging to send or post cruel, defamatory or harmful messages or images/video about an individual or group.

Entry and Eligibility Conditions Form means the entry form required to gain accreditation to the Games in such form as prescribed by the Games Organising Committee.

Games mean the XXII Commonwealth Games to be held in Birmingham, England between 28 July 2022 and 8 August 2022.

Games Commercial Waiver means the application form available in the Advertising, Promotion and Social Media Guidelines, where an Athlete can disclose his/her sponsors and generic advertising campaigns during the Protected Period, if any.

Games Organising Committee means the organisation constituted to organise the Games.

Games Period means the period commencing when your accreditation is validated at the Games and ends at midnight the day after the closing ceremony of the Games.

Games Village means the Games village, including any satellite accommodation approved by the NZOC, where Team members are staying during the Games Period.

Identity means your name, picture, likeness, person or performance (including, digital, photographic and other forms).

IF means the International Federation to which your National Federation is affiliated.

Inside Information means information relating to any competition at the Games that a person possesses by virtue of his or her position in relation to a sport or competition, excluding any information already published or common knowledge, easily accessible to interested members of the public disclosed in accordance with the rules and regulations governing the Games.

Intellectual Properties means the intellectual property rights belonging to the NZOC and the CGF, including those marks and words as set out in the Advertising, Promotion and Social Media Guidelines.

Major Events Management Act means New Zealand legislation known as the Major Events Management Act 2007 (and includes any amendments to such act) protecting Olympic Games and Commonwealth Games related words and marks.

Manager, if applicable, means the athlete agent or manager engaged by you to represent you on

matters related to this Agreement and other off field activities. The NZOC will only recognise a Manager nominated by you to NZOC in accordance with NZOC's athlete manager nomination process available from the NZOC's Commercial Partnerships Manager.

National Federation means the national sporting organisation representing you in a particular sport in New Zealand.

Nomination Appeal means an appeal against nomination or non-nomination brought in accordance with the provisions of clause 13 of the NZOC Nomination and Selection Regulation.

Nomination Date means the date, as agreed by your National Federation and the NZOC, prior to which the National Federation must submit particulars of each athlete to the NZOC for consideration for selection to the Team.

NZOC means the New Zealand Olympic Committee Incorporated.

NZOC Appeals Committee means the committee established in accordance with rule 5.1.j of the NZOC constitution and clause 14 of this Agreement for the purpose of hearing appeals against any decision made under clause 13 of this Agreement as more fully described in Schedule A of this Agreement.

NZOC Board means the board members who jointly oversee the activities of the NZOC.

NZOC Integrity Regulation means the regulation adopted by the NZOC, in particular in relation to anti-doping, a copy of which is available at <http://www.olympic.org.nz/assets/Uploads/Integrity-regulation-2020-final-7-May-2020.pdf>.

NZOC Nomination and Selection Regulation means the regulation of the NZOC relating to the nomination and selection process for all Olympic and Commonwealth Games, including the Games, which is available at <https://www.olympic.org.nz/games/birmingham-2022/selection/>.

NZOC Birmingham 2022 Medical Guidelines means the Birmingham 2022 – Medical Guidelines for Athletes and Team Support prescribed by the NZOC and provided to athletes to enable the athlete to complete the required health evaluation as set out in clause 12.1(b).

Personal Information is defined under clause 19.1.

Protected Period means 18 July 2022 – 10 August 2022 inclusive.

Protocols mean the behaviours and expectations for the Team relating to the Games environment provided to the Team on arrival in the Games Village, which may be amended during the Games Period in response to unexpected events occurring at the Games.

Selection Appeal means an appeal against selection or non-selection brought in accordance with clause 14 of the NZOC Nomination and Selection Regulation.

Selection Date means the date on which the NZOC publicly announces that you have been selected to the Team, in accordance with clause 10.8 of the NZOC Nomination and Selection Regulation.

Selection Policy means the NZOC Selection Policy for the Games, a copy of which is available at <https://www.olympic.org.nz/assets/Uploads/Birmingham-2022-Selection-Policy-Final.pdf>.

Sports Tribunal means the Sports Disputes Tribunal of New Zealand.

Team means the athletes selected by the NZOC for the Games and the Team Support appointed by the NZOC for the Games.

Team Manaaki means the values and guiding principles set for the Team, and available from the NZOC Team Services Director.

Team Support is a person who is appointed to the Team to provide support services to athletes, including, but not limited to, physiotherapists, doctors, psychologists, coaches, sports analysts, managers.

Term means the period from when you are selected to the Team to the date this Agreement terminates, as defined in more detail in clause 2.

Welcome Home Event means an event held by the NZOC following the conclusion of the Games to celebrate the Team's achievements at the Games.

2. TERM OF AGREEMENT

2.1 If selected, this Agreement will take effect from the Selection Date and end (unless terminated earlier in accordance with this Agreement) at the conclusion of the Protected Period or two (2) days after release from any New Zealand-based managed isolation, if any, on your return to New Zealand directly from the Games, whichever is the latter.

3. CONDITION PRECEDENT

3.1 This Agreement is conditional on you being selected to the Team (which will operate as a condition precedent). If you are not selected to the Team, then, pending the outcome of any successful appeal, this Agreement will not come into effect and neither party will have any claim against the other.

4. THE SELECTION PROCESS

4.1 In order to seek selection in the Team, you must have:

- (a) completed and returned to the NZOC by the Application Date, your Athlete Application;
- (b) completed and returned this Agreement by signing and returning to the NZOC, the Athlete Agreement Acceptance Form, no later than the nomination date set in your National Federation's Nomination Criteria for the Games; and
- (c) been nominated to the NZOC by your National Federation.

4.2 If you meet the requirements of clause 4.1, the NZOC will consider your selection to the Team. In making its selections, the NZOC shall apply the Selection Policy. For the avoidance of doubt, any rights of appeal relating to your non-selection are set out in clause 14 of the NZOC Nomination and Selection Regulation.

5. YOUR OBLIGATIONS

5.1 During the Term of this Agreement, you agree to:

- (a) abide by the CGF Constitution and the Team Manaaki;
- (b) train and keep yourself in the best possible condition (physically and mentally) and compete in

any events, competitions and training camps as reasonably required by your National Federation to enable you to compete in the Games to your highest possible standard. Your ongoing level of performance will be monitored by your National Federation in the lead up to the Games and the NZOC, may, in consultation with your National Federation, review your selection in the event of any significant loss in your level of performance between the Selection Date and the commencement of the Games;

- (c) immediately advise the NZOC at team@olympic.org.nz if any of the declarations made by you in your Athlete Application are no longer correct or accurate. You acknowledge the NZOC may terminate this Agreement if the eligibility requirements for nomination and selection in the Team are no longer satisfied;
- (d) comply with all reasonable directions of, and arrangements made by, the Chef de Mission or any other person appointed by the NZOC including directions in relation to travel arrangements, security, wearing of uniform and clothing requirements, and accommodation, including where you shall be based;
- (e) comply with Protocols, including any medical protocols, put in place by the Chef de Mission during the Games Period, if any;
- (f) display high standards of personal conduct reflected in the manner of both appearance and behaviour and of that befitting an elite sports person representing New Zealand;
- (g) treat everyone with respect, courtesy and without harassment, and take all reasonable steps to eliminate any form of physical, verbal, sexual and emotional abuse and/or harassment of others. For the sake of clarity, this also includes not engaging or participating in Cyber-Bullying;
- (h) not to undertake any act or retaliation against any other person with the intent of discouraging such person from the good faith reporting of information that relates to an alleged anti-doping violation of the Sports Anti-Doping Rules or World Anti-Doping Code;
- (i) not act in any manner which brings or could potentially bring yourself, the NZOC, its Commercial Partners, your sport or the Team into disrepute;
- (j) abide by the Advertising, Promotion and Social Media Guidelines and any CGF Social Media Policy relevant to the Games, including, but not limited to, not presenting yourself in any way on social media that brings into question the high performance attitude of you or the Team;
- (k) read and sign the Entry and Eligibility Conditions Form for all participants of the Games which will be made available to you by the NZOC;
- (l) unless otherwise agreed in writing by the NZOC (whose consent will not be unreasonably withheld):
 - (i) return to New Zealand with the Chef de Mission or their nominee on the date set by the NZOC;
 - (ii) make yourself available for a Welcome Home Event at a venue in New Zealand at the conclusion of the Games, if required, unless otherwise agreed by the parties. If the Welcome Home Event is unable to be held within the Term of this Agreement, at a time notified by the NZOC. In such case, you will use reasonable endeavours to attend such event. In either case, domestic travel costs will be arranged and met by the NZOC; and
 - (iii) agree to sign a reasonable amount of Games memorabilia for use by the NZOC;

- (m) not sell for financial gain, any part of your Team uniform, including competition wear; and
 - (n) be available, as mutually agreed by you and the NZOC from time to time, to attend activities promoting the Team (taking into account your geographical location and your training programme / competition schedule).
- 5.2 You acknowledge that if at any time during the Term of the Agreement you are convicted of any offence that can be punishable by a term of imprisonment (including any offence involving alcohol, drugs, violence, dishonesty or a sex related matter) then you will be considered to have materially breached this Agreement.
- 5.3 You agree to immediately advise the NZOC at team@olympic.org.nz if you are charged with the type of offence noted in clause 5.2 above.
- 5.4 Where you agree with the NZOC that your Manager will represent you on certain matters related to this Agreement, you will ensure such matters are dealt with promptly and on a confidential basis by your Manager.
- 5.5 The NZOC strongly encourages you to report any concerns regarding inappropriate conduct, prohibited behaviour or other potential issues at the Games, including but not limited to, reporting any information suggesting or relating to an anti-doping violation to the NZOC.

6. BETTING/GAMBLING

- 6.1 In addition, during the Term of this Agreement you agree to:
- (a) not Bet (or cause another person to Bet on your behalf) on any aspect of the Games including any competition or participant at the Games nor in any way participate in, assist or support such Betting;
 - (b) not provide to any person for reasons that are (or could reasonably be expected to be) connected with Betting, any Inside Information about a competition or participant at the Games;
 - (c) immediately report to the NZOC, the CGF, your National Federation and any government agency, as relevant, any approach or offer to participate in the activities noted in (a) or (b) above;
 - (d) never accept a bribe;
 - (e) immediately report to the NZOC, the CGF, your National Federation and any government agency, as relevant, any attempt to bribe you or any other athlete or member of the Team you are aware of;
 - (f) never be party to or in any way participate in an agreement, scheme or arrangement which relates to or involves Betting or similar activity, in which you agree to not prepare for and/or not compete in the Games to the very best of your ability;
 - (g) never attempt to influence the efforts of a participant or the course or result of a competition at the Games in a manner that is unlawful or contrary to reasonably expected standards of sporting ethics;
 - (h) never attempt to fix or contrive or otherwise improperly influence the course or result of a competition at the Games;
 - (i) not appear in, participate in or permit your name or image to be used for or in connection with

the endorsement, promotion or marketing of any Betting agency as it relates to the Games; and

- (j) fully co-operate with any reasonable investigation carried out by (or on behalf of) the NZOC, your National Federation, the CGF or other government agencies, as relevant, and provide any reasonable information and/or documentation requested by the NZOC, your National Federation, the CGF or other government agencies that may be relevant to the investigation.

6.2 If you have at any time (including prior to entering into this Agreement) been involved in any of the activities described in clause 6.1 above, you agree to immediately disclose this to the NZOC.

7. OBLIGATIONS OF NZOC

7.1 During the Term of this Agreement, the NZOC agrees to:

- (a) select the Team in accordance with the process set out in the NZOC Nomination and Selection Regulation and if you are selected, publicly announce your selection (in consultation with your National Federation);
- (b) provide a Chef de Mission and other NZOC personnel to provide necessary support to the Team and to represent the NZOC at the Games;
- (c) obtain relevant information from you and correctly complete your entry requirements for the Games;
- (d) determine and agree your travel to the Games in accordance with any travel policy set by the NZOC, unless otherwise agreed with your National Federation;
- (e) determine and agree with you (and/or your National Federation) your accommodation at the Games Village or other approved accommodation, whilst participating as part of the Team;
- (f) provide to the extent realistically possible, a high performance environment at the Games Village;
- (g) determine and arrange travel insurance and public liability insurance for you (in accordance with clause 16.1), for the period between the date you travel directly to the Games and return directly from the Games (or such other dates as determined by the NZOC), a summary of which will be supplied to you by the NZOC as soon as practicable;
- (h) determine and supply to you the official Team delegation uniform and apparel (not competition uniform) to be worn as directed by the Chef de Mission or their nominee;
- (i) inform you of the necessary arrangements referred to in this Agreement by various means including providing you with access to the Team extranet, inviting you to briefings and providing you with written documentation;
- (j) provide advice and assistance to you for public relations, media and sponsorship matters which may arise;
- (k) where agreed with you, seek your Manager's approval when the NZOC has an obligation to seek your approval under the terms of this Agreement;
- (l) consult with the CGF, Games Organising Committee, representatives of the New Zealand Government and other sports/representative bodies as appropriate, to ensure that (to the extent reasonably practicable) during the Games, appropriate security advice and security measures are in place for the safety and security of the Team. You will be informed of the

relevant requirements/security and health and safety measures, where appropriate; and

- (m) consult with the CGF, Games Organising Committee, representatives of the New Zealand Government and other sports/representative bodies as relevant, to ensure that appropriate health and safety measures are in place for the safety and wellbeing of the Team as a requirement of the Games, during the Games Period and in any New Zealand-based managed isolation on return to New Zealand directly from the Games. The NZOC will, at all times, comply with the Health and Safety at Work Act 2015 (and any amendments to such Act).

8. USE OF IDENTITY

8.1 NZOC's Use of Identity: You agree:

- (a) during the Term of the Agreement, the NZOC may use your Identity to promote New Zealand's participation in the Games provided that any use of your Identity is editorial or limited to marketing and advertising activity of the NZOC on the basis of you being involved as a member of the Team. In relation to NZOC marketing and advertising material, if you are an athlete from a team sport, NZOC will include your Identity alongside at least two other athletes from the same team sport, unless the NZOC has obtained consent directly from you; and
- (b) at any time, and as a surviving clause of this Agreement, the NZOC may use your Identity as part of current and historical records, publications and activities concerning the Team and New Zealand's participation in the Games.

8.2 Commercial Partners' Use of Identity: You also agree during the Term of the Agreement, Commercial Partners may use your Identity:

- (a) alongside at least two other athletes from the Team, for advertising and marketing where this is solely related to the Commercial Partner's sponsorship of the Team, and will not contain or imply any endorsement by you of that Commercial Partner; and/or
- (b) for selection to the Team and congratulatory advertising (where this is solely for the purpose of congratulating you on your selection and/or for your performance at the Games) provided such use does not contain or imply any endorsement by you of that Commercial Partner and is compliant with the Advertising, Promotion and Social Media guidelines. In relation to athletes in a team sport, imagery used by Commercial Partners for congratulatory purposes must include three or more athletes from the same team sport, unless otherwise agreed with you; and/or

8.3 Portrayal of Your Involvement in the Team: Portrayal of involvement in the Team may be achieved via digital memes, still images, video clips or written features on individual athletes or a group of athletes (including the use of a single image or video clip as part of a series of still images or video clips featured in a promotional campaign).

8.4 Consent to being Filmed, Televised and Photographed: You agree to be filmed, televised, photographed and otherwise have your Identity recorded during the Term of this Agreement under the conditions and for the purposes determined from time to time by the CGF and the NZOC.

8.5 Notification to Personal Sponsors: You agree to inform all your personal sponsors and your coach or Manager (if applicable), of the commercial limitations imposed upon you during the Term of this Agreement.

8.6 Social Handles: You agree that your personal handles may be used to publish and share content relating directly to activities around the Games. This content may include video clips, results and images. Content may also be published on official Games channels and shared across athlete, NZOC,

CGA, National Federation and International Federation channels.

- 8.7 **Acceptance:** You understand and accept that this Agreement restricts your freedom, and that of your personal sponsors, to use your Identity for the Protected Period and to the extent set out in this Agreement. You agree to such restrictions and understand that they are necessary and reasonable for the purposes of protecting the CGF, the NZOC and their Commercial Partners.
- 8.8 **Sanctions:** You understand that if, by any act or omission, you have caused a breach of any of the above provisions, sanctions may be imposed upon you in accordance with clause 13 of this Agreement.
- 8.9 **Survivorship:** You acknowledge portrayal of your involvement in the Team by NZOC, CGF or Commercial Partners, will be a surviving clause of this agreement given the permanent nature of digital assets.

9. PROMOTIONS AND SPONSORSHIP

- 9.1 The NZOC acknowledges that you may currently have (and/or may secure in the future) personal sponsors and that these relationships are important to you and need to be respected. However, during the Term of this Agreement, the NZOC and the CGF also require certain commitments from every Athlete selected for the Team in order to safeguard their commercial interests. To this end, you agree that during the Term of this Agreement:
- (a) you will not do anything (or omit to do anything) that undermines or damages the reputation or profile of the CGF, the NZOC or their Commercial Partners;
 - (b) you will not support, promote or encourage any persons or entities which are not Commercial Partners from seeking to be associated with yourself (in your capacity as a member of the Team), the Team itself, the NZOC, the CGF or the Games;
 - (c) you will not, in any way whatsoever, use or assign the right to use, or reproduce in any manner, any CGF or NZOC Intellectual Properties, including, but not limited to, those outlined in the Major Events Management Act.
- 9.2 During the Term of this Agreement but subject to clause 9.3, you may appear or participate in any advertising, sponsorship, endorsement, fundraising, or promotional activity, provided such activity:
- (a) is the subject of an agreement entered into by you and a third party prior to the Nomination Date. Any agreement which is entered into after the Nomination Date with a third party must not be implemented until after the end of the Term of this Agreement unless approval is granted by the NZOC Commercial Director, prior to commencement of the activity and in accordance with any timelines advised by the NZOC in the Advertising, Promotion and Social Media Guidelines; and
 - (b) does not relate to your membership of the Team or your athletic performance at the Games or any previous Olympic or Commonwealth Games in which you have competed; and
 - (c) does not use, associate with or reproduce in any manner, the CGF and/or the NZOC motto, anthem, music, emblems, mascots or the words or marks protected by the Major Events Management Act or other Intellectual Properties; and
 - (d) does not represent that the person or body for whom the advertising, promotion or marketing activities are conducted, or the goods or services to be advertised, promoted or marketed, are sponsors or have the approval of or affiliation with the NZOC, the Team, the CGF or the Games; and

- (e) does not bring you, the NZOC, its Commercial Partners, the CGF, the Games, the Team, or any member of the Team into disrepute.

9.3 During the Protected Period, you agree:

- (a) not to allow your Identity to be used by any third party (including your own personal sponsors seeking to activate any sponsorship rights or conduct any form of promotion or otherwise associate themselves with you), unless a Games Commercial Waiver has been approved by the NZOC in accordance with the Advertising, Promotion and Social Media Guidelines;
- (b) not to carry any marks on any clothing, accessories and sporting equipment, other than the manufacturer's name/logo and any marks allowed within the NZOC/CGF specifications; and
- (c) to participate in activities organised by the NZOC and/or its Commercial Partners (in conjunction with the NZOC) from time to time in a manner compatible with enhancing the NZOC's reputation and with fundraising activities of the NZOC.

9.4 During the Term, you also agree to provide reasonable assistance and cooperation to the NZOC and its Commercial Partners to enable the NZOC and its Commercial Partners to maximise the promotional benefits from the Commercial Partners' sponsorship/support of the NZOC and the Team, provided that you will not be required to participate in any of the activities contemplated if participation would detrimentally affect your preparation for, or competition at, your event at the Games. Unless otherwise agreed with the NZOC, you will not be paid any fee in relation to this assistance or cooperation. However, any travel and accommodation expenses incurred by you from attending such commercial activity will be at the NZOC and/or its Commercial Partner's cost, provided that such expenses are agreed with the NZOC prior to being incurred.

10. MEDIA GUIDELINES

10.1 During the Term of this Agreement, you:

- (a) are entitled to make public comment or communicate with the media relating to your personal preparation for the Games, providing those comments or communications comply with the remainder of this clause 10;
- (b) agree not to make or endorse any public statements that may have a negative effect on any member of the actual or potential Team during the build-up to the Games and/or during the Protected Period;
- (c) agree to abide by the CGF Constitution and any CGF Social Media Policy;
- (d) agree not to use the CGF or NZOC Intellectual Properties on any social media, blog or other digital platform;
- (e) agree not to create an actual or implied connection between any of your personal sponsors and the Team, the NZOC, its Commercial Partners, the CGF, or the Games in any forum including social media, blog or other digital platform; and
- (f) acknowledge and accept that the spokesperson on all matters concerning the Team is the Chef de Mission who may delegate responsibility for this role to any other official of the Team from time to time.

10.2 During the Protected Period, you will not have or make any arrangements, or carry out any such

arrangements for:

- (a) exclusive media interviews; or
- (b) any interview for payment or reward,

without the prior approval of the NZOC Public Affairs & Communications Director or Chef de Mission, with such approval not to be unreasonably withheld. The NZOC shall advise you of its decision within three (3) working days of receiving your written request for approval. For the avoidance of doubt, the NZOC's decision will be final and binding.

10.3 You agree to take part in media content opportunities as reasonably requested in so far as they do not negatively affect your preparation, performance or recovery during the Games Period.

11. DOPING

11.1 The NZOC is a signatory to the World Anti-Doping Code and is committed to meeting its responsibilities under this Code.

11.2 You agree to be bound by, and must fully comply with, the NZOC Integrity Regulation as well as:

- (a) the Sports Anti-Doping Rules made under the Sports Anti-Doping Act 2006 (and any amendments to that Act), available on the website of Drug Free Sport NZ at www.drugfreesport.org.nz;
- (b) the anti-doping rules (however described) of the National Federation and IF of your sport;
- (c) the anti-doping rules (however described) of the Games Organising Committee; and
- (d) the anti-doping rules (however described) of the CGF, including any particular requirements imposed for the Games (copies of which are available from the NZOC).

11.3 You acknowledge and agree that if you are found to have committed a doping offence under any one or more of the regulations, codes or rules described in clause 11.2, you may be penalised in accordance with those codes or rules and that in addition, this Agreement may be terminated immediately by the NZOC by providing written notice to that effect.

11.4 You must immediately notify the CEO, in writing, of any alleged doping infringement or case against you, as soon as you become aware of this.

12. MEDICAL

12.1 You acknowledge it is an essential requirement of this Agreement that the NZOC is able to implement appropriate health protocols during the Games Period and is kept fully informed if you are suffering any physical or psychological injury, illness or condition that might prevent you from preparing for, or competing in, the Games to the highest possible standard. As such, you agree:

- (a) to ensure the NZOC is aware of any illness, injury or condition that may prevent you preparing for, or competing in, the Games to the highest possible standard as soon as you are aware of it;
- (b) to arrange and undertake (at such cost agreed with the NZOC), health examinations and medical screens and provide other medical information as may reasonably be required by the NZOC and/or the NZOC's Games appointed medical personnel, to ensure:

- i. optimal health strategies are able to be facilitated for the Games;
- ii. the risk of an inadvertent anti-doping violation through the use of medications that may require a therapeutic use exemption is minimised;
- iii. your entry into the Games is able to be facilitated; and
- iv. your ability or otherwise to compete at the Games to the highest possible standard is able to be determined.

This will, at a minimum, include completing a pre-Games health evaluation in accordance with the NZOC Birmingham 2022 Medical Guidelines as prescribed by the NZOC, which will, at a minimum, include undergoing an electrocardiogram (“ECG”), and following the vaccination schedule guidelines for the Games. Where indicated by the NZOC, after undertaking a risk assessment for the Games, this will also include a full course of a New Zealand Ministry of Health endorsed COVID-19 vaccination, unless a medical exemption provided by the New Zealand Ministry of Health and agreed with NZOC applies;

- (c) any information about you obtained from your disclosure and/or the health examination(s) in sub-clauses 12.1(a) and (b), shall be made available to the NZOC’s Games appointed medical personnel. On the termination or expiry of this Agreement, such health information will be securely stored in line with the Medical Council of New Zealand requirements for the management of medical records, unless you advise the NZOC otherwise, in writing. You have rights in relation to this information under the Privacy Act and as further specified in this Agreement;
- (d) the NZOC will arrange for the results of any health examinations and medical screens to be interpreted and assessed by the NZOC’s Games appointed medical personnel. You will be contacted directly by the NZOC’s Games appointed medical personnel where follow-up is required and you agree to undertake, at your own cost, any follow-up procedures, the results of which shall be made available to the NZOC’s Games appointed medical personnel;
- (e) that any information obtained about you, that relates to your entry into the Games or fitness or ability to prepare for, or compete in, the Games to the highest possible standard shall also be made available to the NZOC and the Chef de Mission; and
- (f) to comply with all reasonable directions given by the NZOC or the NZOC Games appointed medical personnel in relation to your health and/or medical fitness.

13. DEFAULT / SANCTIONS

13.1 If at any time during the Term of this Agreement, the NZOC or Chef de Mission, following the process set out in clause 13.2 of this Agreement, determines:

- (a) the declarations you made in your Athlete Application were false or misleading or are no longer accurate; or
- (b) you have materially breached any provision of this Agreement; or
- (c) in their reasonable opinion, in consultation with your National Federation, you are suffering from any physical or psychological injury, illness, condition or significant loss of level of performance that will prevent you from preparing for, or competing in, the Games to the highest possible standard; or
- (d) you have been charged with a criminal offence punishable by imprisonment,

(which are referred to as a “default”), the NZOC or Chef de Mission may impose one or more of the sanctions listed in clause 13.4.

- 13.2 Where the NZOC or Chef de Mission has reason to believe that a default has or may have occurred, the NZOC or Chef de Mission shall, as soon as reasonably practicable:
- (a) undertake or cause to be made such enquiries as are considered appropriate, having regard to the nature of the alleged default; and
 - (b) inform you of the particulars of the alleged default, relevant information obtained regarding the alleged default, and the sanctions that may be imposed if it is determined that a default has occurred; and
 - (c) inform the chief executive officer (or his/her authorised representative) of your National Federation of the particulars of the alleged default, any information obtained regarding the alleged default, and the sanctions that may be imposed if it is determined that a default has occurred; and
 - (d) give you the opportunity within a reasonable timeframe (which shall be no longer than 24 hours if it occurs during the Games, and 48 hours if it occurs at any other time during the Term of this Agreement) to provide your response to the particulars of the alleged default and any information disclosed to you; and
 - (e) determine whether a default has occurred and inform you and the chief executive officer (or his/her authorised representative) of your National Federation and/or the NZOC (whichever is relevant) in writing of such determination, as soon as practicable.
- 13.3 Where the NZOC or Chef de Mission is investigating whether a default has occurred and where on the immediate evidence available, there is, in their reasonable opinion, a strong prima facie case of a default which is on its face sufficiently serious that it could lead to one or more of the sanctions specified in clause 13.4, the NZOC and/or Chef de Mission may suspend you while it/they complete an investigation and reaches a determination. During the period of suspension, the parties shall remain bound by this Agreement and you shall remain a member of the Team excepting that you shall be unable to participate in the Games or otherwise represent the Team in any capacity until the suspension is ended and/or a determination is made. The NZOC acknowledges that suspension is a serious step that could have significant impact on your career and as such, it will take into account all relevant considerations, including the impact on you when determining the appropriateness of suspension. The NZOC will also use all reasonable endeavours to complete any investigation promptly.
- 13.4 Where it is determined that a default has occurred, the NZOC or Chef de Mission may take one or more of the following steps:
- (a) provide counselling and/or education to you to ensure the default is not repeated;
 - (b) formally warn you that a repetition of the default (or other unacceptable behaviour) will result in a more severe sanction under this clause;
 - (c) if the default occurs prior to you validating your accreditation at the Games, withdraw your selection to the Team;
 - (d) terminate this Agreement by giving you written notice to that effect;
 - (e) either suspend your membership of the Team temporarily or terminate your membership of the Team permanently;
 - (f) require you to leave the Games venues (which may include the Games Village or other approved accommodation);

- (g) exclude you from competition at the Games;
- (h) cancel and impound your Games accreditation card to prevent you from accessing the Games venues, including the Games Village;
- (i) require you to return to your usual place of residence as soon as practicable, at the expense of the NZOC;
- (j) require you to pay, by way of compensation or reparation, the costs for any damage to property or persons caused by you;
- (k) where the NZOC considers it appropriate, upon presentation of information from the Chef de Mission and following due process (including the right for you to have support/representation present), it may prevent you from being eligible for consideration for selection for these Games or for future NZOC selected teams to Olympic, Commonwealth and/or other games;
- (l) where the NZOC considers it appropriate to do so, and in accordance with the NZOC Nomination and Selection Regulation, refer the matter giving rise to the default to your National Federation to be dealt with in accordance with applicable rules of the National Federation; and/or
- (m) impose such other sanctions on you as are considered fair and reasonable in the circumstances.

14. APPEALS

- 14.1 You may appeal against a determination of the NZOC or Chef de Mission made under clause 13.1 or a sanction imposed upon you under clause 13.4 to the NZOC Appeals Committee in accordance with the procedure set out in Schedule A of this Agreement.
- 14.2 The lodging of an appeal does not waive or suspend any sanction imposed under clause 13.4.
- 14.3 Either you or the NZOC or Chef de Mission may appeal against a decision of the NZOC Appeals Committee within 48 hours of the decision of that Committee, and:
- (a) any such appeal, if made during the Games Period, shall be made to CAS and conducted in accordance with the CAS rules;
 - (b) any such appeal, if made outside the Games Period, shall be made to the Sports Tribunal and conducted in accordance with the rules of the Sports Tribunal; and
 - (c) the decisions of CAS and the Sports Tribunal shall be binding and any decisions of CAS are final and cannot be appealed.
- 14.4 Other than as provided for by this Agreement, neither party may commence proceedings in any court or tribunal other than CAS or the Sports Tribunal, unless otherwise agreed between you and the NZOC.
- 14.5 You acknowledge that the NZOC Board has delegated its power under Rule 5.1.j of the NZOC Constitution to hear and determine disciplinary matters and appeals in accordance with clauses 13 and 14 of this Agreement.

15. TERMINATION OF AGREEMENT

- 15.1 This Agreement may be terminated prior to the end of the Term of the Agreement:

- (a) by the NZOC terminating this Agreement and withdrawing your selection to the Team, by giving you notice to that effect, where a decision of the Sports Tribunal (following a Nomination Appeal or Selection Appeal pursuant to the NZOC Nomination and Selection Regulation) affects your selection to the Team;
- (b) by the NZOC terminating this Agreement in accordance with clause 13.4(d);
- (c) by you withdrawing from the Team in accordance with clause 15.2;
- (d) by written agreement between you and the NZOC;
- (e) if the Games are postponed or cancelled; or
- (f) by the NZOC determining, in its sole discretion, to withdraw the Team (or any part of it) from the Games.

15.2 If you wish to withdraw from the Team under clause 15.1(c), you must give the NZOC not less than three (3) days written notice of your withdrawal. The NZOC may agree for this Agreement to terminate prior to the end of the three days at its discretion.

16. INSURANCE/INDEMNITY

16.1 The NZOC will arrange travel and public liability insurance for all members of the Team, a summary of which will be provided to you by the NZOC as soon as practicable.

16.2 You understand and acknowledge that:

- (a) the NZOC release and indemnify you from any actions, proceedings, claims and damages (including all legal costs) which may be taken or made against you or incurred or become payable by you arising out of any breach by the NZOC of the terms of this Agreement or otherwise arising from any unlawful, reckless, criminal or negligent acts or omissions by the NZOC. The NZOC (which for the purposes of this clause includes its members, officers, staff, Team Support, coaches and members of the Team) will not itself be liable to you for any loss, damage or injury of any kind to you or your property arising from, or in connection with, any act or omission of any person (including the NZOC) unless it arises as a direct result of a deliberate and wrongful act or omission by the NZOC; and
- (b) you release and indemnify the NZOC from any actions, proceedings, claims and damages (including all legal costs) which may be taken or made against the NZOC or incurred or become payable by the NZOC arising out of any breach by you of the terms of this Agreement or otherwise arising from any unlawful, reckless, criminal or negligent acts or omissions by you. You will not be liable to the NZOC for any loss or damage of any kind to the NZOC or its property arising from, or in connection with, any act or omission of any person unless it arises as a direct result of a deliberate and wrongful act or omission by you.

17. DISPUTES AS TO MEANING OF THIS AGREEMENT

17.1 If any dispute or difference arises between you and the NZOC (including the Chef de Mission) about the meaning or application of this Agreement or any clause within it (but excluding any matter which arises under clauses 13, 14 or 15 of this Agreement) then it is agreed that the parties will comply with the following procedure:

- (a) you and the NZOC shall use your best endeavours to resolve the difference or dispute by discussion between the parties and if necessary, appoint a mutually agreeable mediator to assist in that process;
- (b) if agreement cannot be reached promptly (outside of the Games Period, within 14 days, or during the Games Period, within 24 hours), either the NZOC or you may submit the dispute to the Sports Tribunal (if outside the Games Period) or CAS (if during the Games Period) to be determined in accordance with either the Sports Tribunal or CAS rules; and
- (c) the decision of the Sports Tribunal or CAS, as the case may be, shall be final and binding, and it is agreed that neither party may commence proceedings in any court or tribunal other than the Sports Tribunal or CAS.

18. EFFECT OF OTHER DOCUMENTS

- 18.1 The Athlete Application completed by you is deemed to be incorporated into this Agreement. You confirm by signing the Athlete Agreement Acceptance Form, that the information you stated in the Athlete Application remains true and correct and that no matter has arisen that may or does affect the declarations made by you in that document.
- 18.2 The NZOC Nomination and Selection Regulation is deemed to be incorporated into this Agreement. To the extent of any inconsistency between the terms of the NZOC Nomination and Selection Regulation and this Agreement, this Agreement shall prevail.
- 18.3 To the extent of any inconsistency between the terms of this Agreement and the CGF Constitution, the latter shall prevail.

19. PRIVACY

- 19.1 The NZOC will need to collect personal information from you, including, but not limited to, your contact details, performance results and health/medical information (“**Personal Information**”) which will be collected and stored by the NZOC in accordance with its privacy policy (found at <http://www.olympic.org.nz/privacy-policy>).
- 19.2 Where Personal Information relates to your health, such information will be collected, held, used and disclosed in accordance with clause 12 of this Agreement.
- 19.3 Other Personal Information will be collected for the purposes of entering you in the Games, obtaining any security clearances or travel visas required for the Games, arranging travel and accommodation, sizing your uniform, facilitating vaccinations, general administrative matters associated with your membership of the Team, and maintaining a historical record of your participation in the Games (including potentially for research, education and museum related purposes). In addition, your Personal Information may be used to contact you prior to, during and after the Games, and for media, communications and promotional purposes including newsletters, sponsorships, promotions and opportunities, and for future participation in NZOC Olympic, Commonwealth and/or other games and events.
- 19.4 By signing this Agreement, you agree to the NZOC collecting your Personal Information, and using it and storing it as long as reasonably required (including indefinitely in relation to historical records), for the purposes set out in this Agreement. You also agree to the NZOC passing on your Personal Information (excluding any Personal Information relating to your health) to the NZOC’s professional advisors, insurance provider, travel agent, uniform provider, the Games Organising Committee, government agencies, the CGF, NZOC Athletes’ Commission, NZOC Olympians’ Commission and the

Commercial Partners for the purposes set out in clause 19.3.

19.5 Your Personal Information will be kept confidential and not collected, stored, used or shared, for any reason except as expressly provided in this Agreement.

20. NOT AN EMPLOYEE

20.1 You acknowledge and agree that by entering into this Agreement, you are not an employee of the NZOC.

21. VARIATION TO AGREEMENT

21.1 You agree the NZOC has the right to amend this Agreement at any time prior to the Nomination Date. Any amendment to this Agreement after the Nomination Date, will only be valid if it is in writing and signed by you.

22. SURVIVAL

22.1 Clauses 1, 8.1(b), 14, 16, 17, 19 and 23 will continue in full force and effect, notwithstanding termination or cessation of this Agreement.

23. GOVERNING LAW

23.1 This Agreement shall be governed by and is to be construed in accordance with the laws of New Zealand.

24. EXECUTION OF AGREEMENT

24.1 Execution of this Agreement shall be completed only when the parties have executed the Agreement in a manner as provided for in clause 24.2 below and you have completed and returned to the NZOC prior to the Nomination Date, the Athlete Agreement Acceptance Form.

24.2 This Agreement and the Athlete Agreement Acceptance Form may be executed in any number of counterparts including scanned and emailed copies, and provided both the parties have executed one of such counterparts, each counterpart shall be deemed to have been executed by both parties.

SCHEDULE A

PROCEDURE FOR APPEALS

If you wish to appeal against a decision of the NZOC or Chef de Mission made under clause 13 of this Agreement to the NZOC Appeals Committee (Appeals Committee) in accordance with clause 14 of this Agreement:-

1. During the Games Period you must lodge a written notice of appeal with Team Services (team@olympic.org.nz) or at the New Zealand Team Office in the Games Village or to the NZOC email (office@olympic.org.nz), within 24 hours of having received advice of the decision from the Chef de Mission;

or

If Outside of the Games Period, you wish to appeal against a decision made prior to your arrival to, or after your departure from, the Games Village, you must lodge a written notice of appeal with the NZOC (office@olympic.org.nz), within 24 hours of having received advice of the decision from the NZOC or Chef de Mission.

2. Upon receipt (within time) of a written notice of appeal, the CEO shall convene an Appeals Committee which shall comprise no less than three persons, appointed by the NZOC Board who shall include:
 - (i) A member of the NZOC Board; and
 - (ii) An athlete representative; and
 - (iii) An independent person who shall be the Chairperson of the Appeals Committee.
3. The CEO shall then advise you of the composition of the Appeals Committee and the date, place and time for the hearing of your appeal.
4. The Appeals Committee may determine its own procedure, provided that it shall at all times ensure that it complies with the principles of natural justice. The Appeals Committee may receive evidence from or on behalf of the NZOC, the Chef de Mission, you or any other persons it considers relevant.
5. The Appeals Committee shall consider the evidence and make a determination as soon as practicable after the hearing. It shall then advise the NZOC and/or the Chef de Mission and you in writing of its determination.
6. You have a right of appeal to the Sports Tribunal if outside of the Games Period, or CAS if during the Games Period, in accordance with clause 14.3 of this Agreement.
7. Any such appeal shall be brought and conducted in accordance with the Sports Tribunal or CAS rules, as the case may be.

SCHEDULE B

BIRMINGHAM 2022 COMMONWEALTH GAMES

ATHLETE AGREEMENT ACCEPTANCE FORM

BETWEEN NEW ZEALAND OLYMPIC COMMITTEE INCORPORATED, an incorporated society having its registered office at Olympic House, 350 Parnell Road, Parnell, Auckland (“NZOC”)

AND _____ (“I/my”)
(print your full legal name)

(your sport)

1. I have read and understood the terms of the Athlete Agreement for the Birmingham 2022 Commonwealth Games.
2. I have had an opportunity to take independent advice regarding the terms of the Athlete Agreement.
3. I agree to the terms of the Athlete Agreement as set out in that Agreement as if they were set out in full and attached to this Athlete Agreement Acceptance Form.
4. I confirm that the declarations set out in my Athlete Application are still true and correct. If the declarations in the Athlete Application have changed in any way, please contact the NZOC at team@olympic.org.nz.

Signed: _____ Date: _____

Parent/Guardian Signature if Under 18

If you are under the age of 18 as at the date of signing this Athlete Agreement Acceptance Form, it must be signed by your parent/guardian as set out below. Please note if the parents/guardians have signed where you are under 18, you do not need to sign.

I/We am/are the parent(s)/guardian(s) of the athlete named above, and I/we acknowledge we have read and understood the Athlete Agreement and consent to the terms of the Athlete Agreement.

Signed: _____ Signed: _____
(Parent/Guardian) (Parent/Guardian)

Name: _____ Name: _____
(Print name) (Print Name)

Date: _____ Date: _____

Email: _____ Email: _____

This Athlete Agreement Acceptance Form must be completed and returned to the NZOC (as below) prior to the Nomination Date or such other date which has been agreed between your National Federation and the NZOC:

New Zealand Olympic Committee
PO Box 37-774
Parnell
Auckland 1151
Email: team@olympic.org.nz

Signed for and on behalf of the New Zealand Olympic Committee Incorporated

Signed: _____
(Authorised signatory)

Date: _____

Name: _____
(Print name)

Position: _____